



Commercial Insurance  
Division  
P.O. Box 911  
Houston, TX 77001  
713-876-5600  
Fax: 713-876-5602

RECEIVED

MAR 10 1992

DIVISION OF  
OIL GAS & MINING

March 9, 1992

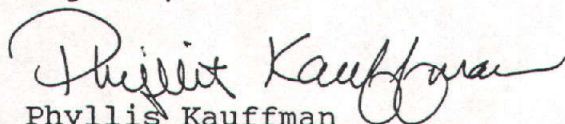
Mr. Lowell Braxton  
State of Utah  
Division of Oil, Gas and Mining  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203

RE: Tenneco Minerals Company  
File No. M/053-005 Mined Name: Goldstrike  
Surety Bond No. 61 S 33324-2-92

Dear Mr. Braxton:

Enclosed, via Airborne Express, you will find the Mined Land Reclamation Act Replacement Surety Bond/Contract for the referenced principal which is ready for filing.

Regards,

  
Phyllis Kauffman  
Bond Department

pk/

Enclosures

cc: Debra Brannum, Tenneco Minerals Co.  
P.O. Box 281300  
Lakewood, CO 80228

Larry Nolen, Tenneco Inc.  
P.O. Box 2511  
Houston, TX 77252-2511



# DOGM MINERALS PROGRAM

## Checklist for Board Approval of FORM AND AMOUNT OF SURETY

Prepared March 10, 1992

Mine Name Goldstrike  
File No. M/053/005

Items	Provided		Remarks
	Yes	No	
Executive Summary	X		Revised summary to include permit amendment.
Location Map	X		
Reclamation Bond Estimate	X		
Signed Reclamation Contract	X		
Signed Power of Attorney/ Affidavit of Qualification	X		
Bond/Reclamation Surety	X		
Surety Sign Off (Other State/Federal Agencies)		X	BLM signoff not required for this permit amendment.



## EXECUTIVE SUMMARY

Revised March 10, 1992

(NOI revisions - 10/5/90, 1/22/92; NOI amendments - 3/5/92)

Mine Name: Goldstrike  
Operator: Tenneco Minerals Company  
P. O. Box 2650  
St. George, Utah 84770

Telephone: (801) 574-3164  
Contact Person: Ken Kluksdahl

I.D. No: M/053/005  
County: Washington  
New/Existing: Existing Mine -  
Original permit approved 8/88.  
Mineral Ownership: Federal/Private  
Surface Ownership: Federal/Private  
Lease No.(s): Refer to Appendix A  
Permit Term: Life of mine

Life of Mine: Present reserves to be depleted by mid-1995

Legal Description: Township 39 South, Range 18 West, portions of Sections 16, 17, 19, 20 and 21

Mineral(s) to be Mined: Gold, silver

Mining Methods: Open Pit Mining - Cyanide heap leach operation

Acres to be Disturbed: 270.3 (includes 3/5/92 amdmnt. acreage = @45 acres), 1/22/92 revision  
presently under staff review.

Present Land Use: Wildlife habitat, recreational, mining and exploration

Postmining Land Use: Same as above

Variances from Reclamation Standards (Rule R613) Granted: R613-004-111.6,  
R613-004.111.7, R613-004-111.9

### Soils and Geology:

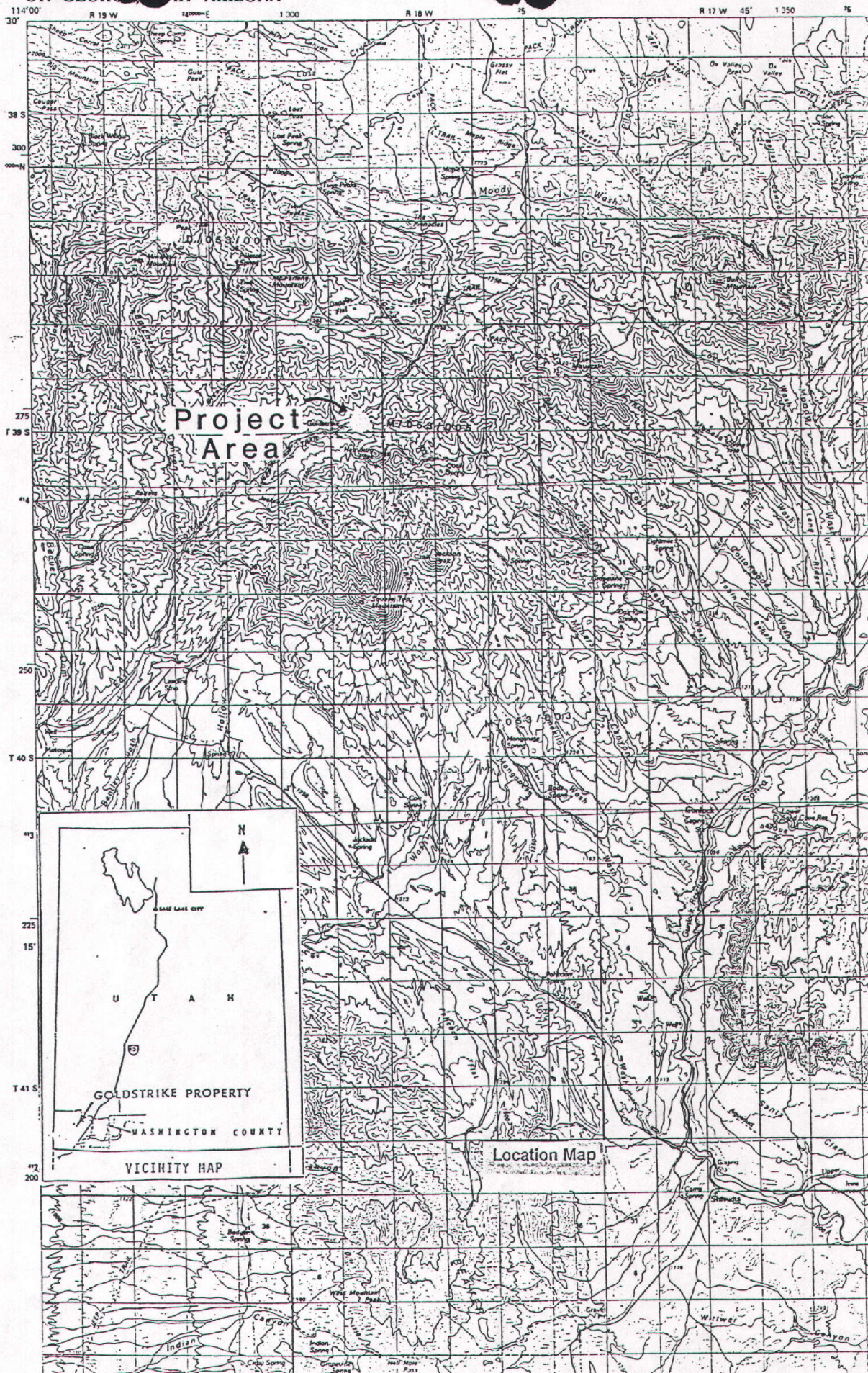
Soil Description: Undeveloped colluvium on steep slopes, relatively shallow, poorly developed  
soils, consisting of - gravelly silty loams, silty clays, gravelly clay loams, gravelly silt loams,  
sandy loams and gravelly sandy loams.

pH: 7.96 - 8.11

Special Handling Problems: Rocky outcrops and steep slopes lack salvageable topsoil



ST. GEORGE, UTAH - ARIZONA





# RECLAMATION ESTIMATE

Tenneco Minerals Company M/053/005  
 Goldstrike Mine Washington County  
 COVINGTON AMENDMENT last rev. March 10, 1992  
 Prepared by Utah State Division of Oil, Gas & Mining

## Reclamation Details

- Tenneco area estimates & unit costs are used in this estimate
- \*\*\*This estimates applies to the Covington Amendment ONLY
- Includes: Covington Pit-Road-&-Topsoil area, road #1 & #2 topsoil stockpiles
- Access roads regraded, topsoiled, scarified & seeded; zone = adjacent to road
- ASSUME backfill ~10% of total pit volume; 4.8 pit acres unreclaimed
- Large drainage basin crossings = culverts; small basin crossings = low flow
- All drainage crossings to be recontoured at final reclamation
- Topsoil stockpile areas only scarified & seeded
- Hauling and placing topsoil by scrapers, dozers, & water truck
- Seeding, mulching, crimping & fertilizing costs = Tenneco estimate
- Acreage: pit-8.7, pit topsoil-2.0, road #1 topsoil-0.8, road #2 topsoil-0.7 road-6.5, road zone-21.8; total reclaimed acreage = 40.5
- Construction supervision during reclamation; Total disturbed acreage = 45.3

<u>Description</u>	<u>Amount</u>	<u>\$/Unit</u>	<u>Cost-\$</u>
Backfill Covington Pit	135,000 CY	0.50	67,500
Regrade access roads	6.5 acre	3,900	25,350
Prevent access to regraded roads	1 sum	600	600
Recontour drainages (large x-ings)	2 each	1,200	2,400
Recontour drainages (small x-ings)	5 each	330	1,650
Topsoil: pit, road & road zone	62,650 CY	0.60	37,590
Scarify: pit, road, zone & stockpiles	40.5 acre	325	13,163
Seed: pit, road, zone & stockpiles	40.5 acre	452	18,306
Supervision	6 week	1,000	6,000
Mobilization (5 pieces of equip)	5 each	1,000	5,000
SUBTOTAL			177,559
+ 10% CONTINGENCY			17,756
SUBTOTAL			195,314
+ 5 yr ESCALATION(1.27%)			12,722
TOTAL			208,036
ROUNDED TOTAL IN 1997-\$			\$208,000

\*\*\* Avg cost per acre = 5,136 \$/acre





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STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/053/005  
(Mineral Mined) GOLD

"MINE LOCATION":  
(Name of Mine) GOLDSTRIKE - 35 MILES NORTHWEST OF  
(Description) ST. GEORGE, WASHINGTON COUNTY, UT

"DISTURBED AREA":  
(Disturbed Acres) 270.3 ACRES  
(Legal Description) (refer to Attachment "A")

"OPERATOR":  
(Company or Name) TENNECO MINERALS COMPANY - UTAH  
(Address) P.O. BOX 2650  
ST. GEORGE, UTAH 84770  
(Phone) (801) 574-3164



"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone)

KEN. A. KLUKSDAHL

MINE MANAGER

P.O. BOX 2650

ST, GEORGE, UTAH 84770

(801) 574-3164

"OPERATOR'S OFFICER(S)":

DAVID R. DELLING

"SURETY":

(Form of Surety - Exhibit B)

CORPORATE SURETY

"SURETY COMPANY":

(Name, Policy or Acct. No.)

AETNA CASUALTY AND SURETY

"SURETY AMOUNT":

(Escalated Dollars)

\$2,000,000

"ESCALATION YEAR":

1997

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

EXHIBITS:

A "DISTURBED AREA":

B "SURETY":

Revision Dates:

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between TENNECO MINERALS CO. - UTAH the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/053/005 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and



WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Notice of Intention, and the Reclamation Plan. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Exhibit B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections



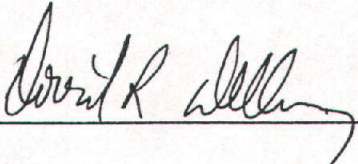
are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Division, or Board, as appropriate, may revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.



13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

  
\_\_\_\_\_  
Operator  
TENNECO MINERALS COMPANY - UTAH  
BY: David R. Delling, President

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY \_\_\_\_\_  
James W. Carter, Chairman  
Utah State Board of Oil, Gas and Mining



DIVISION OF OIL, GAS AND MINING:

By \_\_\_\_\_  
Dianne R. Nielson, Director

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, personally  
appeared before me, who being duly sworn did say that he/she, the said  
\_\_\_\_\_ is the Director of the Division of Oil,  
Gas and Mining, Department of Natural Resources, State of Utah, and he/she duly  
acknowledge to me that he/she executed the foregoing document by authority of law  
on behalf of the State of Utah.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires:



OPERATOR:

TENNECO MINERALS COMPANY - UTAH  
Operator Name

By DAVID R. DELLING, PRESIDENT  
Corporate Officer - Position

3/6/92  
Date

*David R. Dellings*  
Signature

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) ss:

On the 6<sup>th</sup> day of MARCH, 19 92, personally  
appeared before me DAVID R. DELLING who  
being by me duly sworn did say that he/she, the said DAVID R. DELLING  
is the PRESIDENT of TENNECO MINERALS COMPANY - UTAH  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
DAVID R. DELLING duly acknowledged to me that said  
company executed the same.

*Janak McLeeters*  
Notary Public  
Residing at: LAKEWOOD CO

8-17-93  
My Commission Expires:



SURETY:

THE AETNA CASUALTY AND SURETY COMPANY  
Surety Company

By Phyllis Kauffman - Resident Vice President 3-9-92  
Company Officer - Position Date

Phyllis Kauffman  
Signature

STATE OF Texas )  
COUNTY OF Harris ) ss:

On the 9th day of March, 19 92, personally  
appeared before me Phyllis Kauffman who  
being by me duly sworn did say that he/she, the said Phyllis Kauffman  
is the Resident Vice President of THE AETNA CASUALTY AND SURETY COMPANY  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
Phyllis Kauffman duly acknowledged to me that said  
company executed the same.

Linda W Barnes  
Notary Public Linda W. Barnes  
Residing at: Houston, Texas

7-20-95

My Commission Expires:

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.





**POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY  
OF RESIDENT VICE PRESIDENT(S) AND RESIDENT ASSISTANT SECRETARY(IES)**

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized under the laws of the State of Connecticut and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, by its duly authorized officer, does hereby appoint the following resident officer(s), with business address indicated below but without territorial restriction, and does grant full power and authority to each Resident Vice President to sign and execute on its behalf, and to each Resident Assistant Secretary to seal and attest on its behalf, any and all bonds, recognizances, contracts of indemnity, or writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and all such instruments signed by any one of said Resident Vice Presidents, when sealed and attested by any other person named below as one of said Resident Assistant Secretaries, shall be as valid and binding upon the Company as if the same had been signed by the President and duly sealed and attested:

RESIDENT VICE PRESIDENT(S)

RESIDENT ASSISTANT SECRETARY(IES)

BUSINESS ADDRESS

Sam J. Shelton  
Michael C. Menendez  
Robert Gavos  
P. T. Osburn  
Douglas J. Rothery  
William E. Gellhausen III  
Phoebe Adams  
Linda W. Barnes  
Phyllis Kauffman

Sam J. Shelton  
Michael C. Menendez  
Robert Gavos  
P. T. Osburn  
Douglas J. Rothery  
William E. Gellhausen, III  
Phoebe Adams  
Linda W. Barnes  
Phyllis Kauffman

Houston, Texas

These appointments are made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 15th day of July, 19 91

State of Connecticut }  
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY

By Joseph P. Kiernan  
Joseph P. Kiernan  
Senior Vice President

On this 15th day of July, 19 91, before me personally came JOSEPH P. KIERNAN, to me known, who, being by me duly sworn, did depose and say: that he is Senior Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the Standing Resolutions of said corporation and that he signed his name thereto by like authority.



Dorothy L. Marti  
My commission expires March 31, 19 93 Notary Public  
Dorothy L. Marti

**CERTIFICATE**

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 9th day of March, 19 92



By R. T. Chiaradio  
R. T. Chiaradio  
Secretary



ATTACHMENT "A"

TENNECO MINERALS COMPANY - UTAH

Operator

M/053/005

Permit Number

GOLDSTRIKE

Mine Name

WASHINGTON

County, Utah

The legal description of lands to be disturbed is:

The disturbed area for the Tenneco Goldstrike Mine consists of roads, mine pits, mine dumps, drainage control facilities, mineral processing facilities, and administrative/support facilities totalling 270.3 acres, more or less, and located in portions of:

all of the southwest quarter of Section 16, the southeast quarter of the southeast quarter and the southwest quarter of the southeast quarter of Section 17, the southeast quarter and the southwest quarter of the northeast quarter and all of the southeast quarter, of Section 19, all of the northeast and northwest quarters of Section 20, all of the northwest quarter and the northwest quarter of the northeast quarter of Section 21, all in Township 39 South, Range 18 West, SLBM, Washington County, Utah.



EXHIBIT B

MR FORM 6  
Joint Agency Bonding Form

(October 1991)

Bond Number. \_\_\_\_\_  
Permit Number M/053/005  
Mine Name Goldstrike

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

THE MINED LAND RECLAMATION ACT

SURETY BOND  
\*\*\*\*\*

The undersigned TENNECO MINERALS COMPANY - UTAH as Principal,  
and AETNA CASUALTY AND SURETY as Surety, hereby jointly and severally  
bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of  
Utah, Division of Oil, Gas and Mining, and U.S. DEPARTMENT OF INTERIOR, BLM  
in the penal sum of TWO MILLION dollars (\$2,000,000).

Principal has estimated in the Mining and Reclamation Plan approved by the  
Division of Oil, Gas and Mining on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, that \_\_\_\_\_  
acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached hereto as "Attachment 1".

The condition of this obligation is that if the Division determines that Principal has  
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and  
Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation  
Act, and complied with the Rules and Regulations adopted in accordance therewith, then this  
obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the  
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and  
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

\* THIS BOND REPLACES BOND # 61S33324-2-91 ISSUED 1/24/91 IN THE AMOUNT OF  
\$1,200,000.



In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal to be performed prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

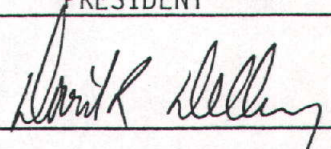
IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Date: 3/6/92

TENNECO MINERALS COMPANY - UTAH  
Principal (Permittee)

By (Name typed): DAVID R. DELLING

Title: PRESIDENT

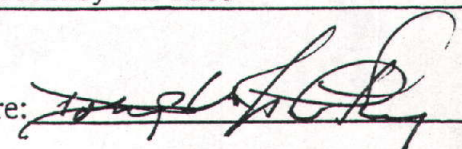
Signature:  *mcw*

Date: 3-9-92

THE AETNA CASUALTY AND SURETY COMPANY  
Surety

By: (Name Typed) Douglas J. Rothery

Title: Attorney-In Fact

Signature: 





## POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint **Sam J. Shelton, Michael C. Menendez, Robert Gavos, Douglas J. Rothey, P. T. Osburn, William E. Gellhausen, III or Phoebe Adams - -**

of **Houston, Texas**, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):  
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incidents thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its  
**Senior Vice President** and its corporate seal to be hereto affixed this **15th**  
day of **July** 19 **91**

State of Connecticut }  
County of Hartford } ss. Hartford



THE AETNA CASUALTY AND SURETY COMPANY

By *Joseph P. Kiernan*  
**Joseph P. Kiernan**  
Senior Vice President

On this **15th** day of **July**, 19 **91**, before me personally came **JOSEPH P. KIERNAN**  
to me known, who, being by me duly sworn, did depose and say: that he/she is **Senior Vice President** of  
THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the  
seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf  
of the corporation by authority of his/her office under the Standing Resolutions thereof.



*Dorothy L. Marti*  
My commission expires **March 31, 19 93** Notary Public  
**Dorothy L. Marti**

### CERTIFICATE

I, the undersigned, **Secretary** of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut, Dated this **9th** day of  
**March** 19 **92**



By *John W. Welch*  
**John W. Welch**  
Secretary



Page 3  
MR-6  
Joint Agency Surety Bond  
Exhibit B

Bond Number \_\_\_\_\_  
Permit Number M7053/005  
Mine Name Goldstrike

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

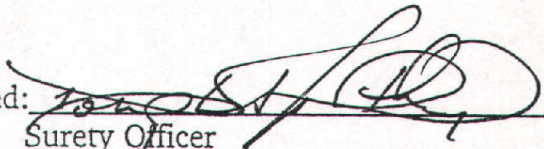
\_\_\_\_\_  
James W. Carter, Chairman  
Board of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.



AFFIDAVIT OF QUALIFICATION

Douglas J. Rothey, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) officer of said Surety, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Signed:   
Surety Officer

Title: Douglas J. Rothey, Attorney-In-Fact

Subscribed and sworn to before me this 9th day of March, 19 92.

Linda W Barnes  
Notary Public Linda W. Barnes  
Residing at: Houston, Texas

My Commission Expires: \_\_\_\_\_

July 20, 19 95.



"ATTACHMENT 1"

TENNECO MINERALS COMPANY UTAH

Operator

M/053/005

Permit Number

GOLDSTRIKE

Mine Name

WASHINGTON

County, Utah

The legal description of lands to be disturbed is:

The disturbed area for the Tenneco Goldstrike Mine consists of roads, mine pits, mine dumps, drainage control facilities, mineral processing facilities, and administrative/support facilities totalling 270.3 acres, more or less, and located in portions of:

all of the southwest quarter of Section 16, the southeast quarter of the southeast quarter and the southwest quarter of the southeast quarter of Section 17, the southeast quarter and the southwest quarter of the northeast quarter and all of the southeast quarter, of Section 19, all of the northeast and northwest quarters of Section 20, all of the northwest quarter and the northwest quarter of the northeast quarter of Section 21, all in Township 39 South, Range 18 West, SLBM, Washington County, Utah.